

L. Ori

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF MISSOURI

EASTERN DIVISION

AWARE PRODUCTS LLC D/B/A )  
VOYANT BEAUTY, )

Plaintiff, )

vs. )

No. 4:21-cv-249-JCH

EPICURE MEDICAL, LLC, )  
FOXHOLE MEDICAL, LLC, and )  
LEE ORI, )

Defendants. )

REMOTE VIDEOTAPED DEPOSITION OF LEE ORI

March 24, 2022

Reported by:

KATHY S. KLEPFER, RMR, RPR, CRR, CLR

JOB NO. 208140

**EXHIBIT G**

1 L. Ori

2 March 24, 2022

3  
4 REMOTE videotaped deposition of  
5 LEE ORI, before Kathy S. Klepfer, a  
6 Registered Professional Reporter,  
7 Registered Merit Reporter, Certified  
8 Realtime Reporter, Certified Livenote  
9 Reporter, and Notary Public of the State  
10 of New York.

L. Ori

A P P E A R A N C E S:

(All Appearing Remotely)

SHER TREMONTE

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BY: FIBBENS KORANTENG, ESQ.

ALSO PRESENT:

TRISHA VON LANKEN, Videographer

1 L. Ori

2 Greg See has multiple companies.

3 Global Medical Source was a company that he had  
4 that was specifically for PPE and sanitizer.

5 Q. And did you have an understanding of  
6 why you were supplying this agreement?

7 A. Per Michelle's direction of new credit  
8 application for new customers.

9 Q. Uh-huh. Okay. And is that your  
10 signature on the bottom here?

11 A. Yes, sir.

12 Q. And did you understand by signing this  
13 you were agreeing to its terms?

14 A. Yes, sir.

15 Q. And if you look here, it says -- let's  
16 see. "The undersigned by this credit  
17 application agreement does continually  
18 personally guarantee payment for all goods and  
19 merchandise purchased by the applicant."

20 Do you see that?

21 A. I do.

22 Q. And you understood when you signed  
23 this that you were personally guaranteeing  
24 payment for all goods and merchandise purchased  
25 by Epicure?

1 L. Ori

2 A. I did not.

3 Q. But that is your signature on the  
4 bottom?

5 A. It is.

6 Q. And what became of this? You sent to  
7 it Ms. Jimenez?

8 A. Yes, sir.

9 Q. And -- and did you receive a reply  
10 from her?

11 A. Don't recall.

12 Q. Okay. And this is dated April 12,  
13 2020, this e-mail, correct?

14 A. Yes.

15 Q. Who's Courtney Reihls, R-E-I-H-S?

16 A. I do not know Courtney.

17 Q. Okay. Never had any dealings with  
18 her?

19 A. Other than a -- I'm going to say no.  
20 I don't even recognize the name.

21 Q. Got it.

22 And now just a question: You -- by  
23 this time, Epicure has been formed, correct,  
24 April 12, 2020?

25 A. That is correct.

L. Ori

A. I'm waiting.

Fibbens, if I can paraphrase the -- the second -- second line down on that document, it asked for how long we had been in business, and I indicated when I filled it out for Epicure that we had been in business for one month, that we were a newly formed entity.

Based on that timeline, that is roughly a month after we formed. At that point, Epicure had already submitted POs as Justin has already established.

Q. Okay. Let me ask you, I want to go specifically to a line that opposing counsel had pointed out to you about a personal guarantee.

Do you recall that?

A. I do.

Q. Do you recall that discussion with opposing counsel is what I meant.

A. Yes, sir.

Q. Okay. So let me ask, was there ever a discussion between Epicure and Voyant about somebody personally guaranteeing any purchases made by Epicure?

A. Not one time.

1 L. Ori

2 Q. Okay. Were you, Lee Ori, asked to  
3 personally guarantee purchases made by Epicure?

4 A. No.

5 Q. In fact, earlier when you were  
6 discussing with opposing counsel, he asked if  
7 you knew this line was in this credit  
8 application.

9 Do you recall that testimony?

10 A. I do.

11 Q. And your answer was?

12 A. I was unaware of that line being in  
13 that document.

14 Q. Okay. All right.

15 When you signed that credit  
16 application, who were you signing it on behalf  
17 of?

18 A. As a manager of Epicure.

19 Q. Okay.

20 A. And Fibbens, can I add one more thing  
21 there without you beating me?

22 Q. I'll kill you later.

23 A. Well, specifically, the -- the --  
24 the -- there was an e-mail sent from Michael  
25 Partridge to -- to me regarding the -- that if

1 L. Ori

2 we agreed to the payment terms, that that  
3 would -- then we would not have to have a credit  
4 check, which to me was -- was -- there was no  
5 credit responsibility assuming that we paid --  
6 we agreed to the terms.

7 So no credit check, and thus the  
8 credit app. was literally as it was relayed in  
9 the e-mail, a formality for new customers.

10 Q. All right.

11 Earlier, there was a discussion about  
12 the distributions that were -- that were made to  
13 you, Sarah and Dan.

14 Do you recall those discussions?

15 A. Yes.

16 Q. Okay. And specifically, I want to  
17 talk about a distribution that was made I think  
18 October 3 of 2020, and you said that was the  
19 last distribution that you guys made to  
20 yourselves.

21 Do you recall that?

22 A. Yes. And it was October 23.

23 Q. "October 23." Thanks for the  
24 correction.

25 And you, I believe, discussed an